OFFICE OF THE ATTORNEY GENERAL OF TEXAS
AUSTIN

GERALD C. MANN
ATTORNEY GENERAL

Honorable Clifford B. Jones, President
Texas Technological College
Lubbock, Texas

Dear Sir:

Opinion No. O-3949
Re: Payment by Texas Technological
College of professor for one
year's services not rendered

Your letter of September 10, 1941, states that one
of your professors was advised several months ago that his
contract would not be renewed beyond the term of the summer
school employment; that no renewal of his contract has been
had nor is a renewal contemplated; that he has no contract for
a further period; that he, being a member of the American
Association of University Professors, placed his case before
that organization, and said association is insisting that as
a "terminal adjustment" Texas Technological College should
offer the professor one year's salary "in lieu of his contin-
uance."

You state in your opinion that this would be vio-
lative of the laws of Texas, and seek our opinion with refer-
ence thereto.

You are correct in your statement that this pro-
ceeding would be in violation of the laws of this State. Any
such payment to the professor would be a pure gratuity, pro-
hibited by Article III, Section 51, of the Constitution of
this state, which reads in part as follows:

"The Legislature shall have no power to
make any grants or authorize the making of any
grants of public moneys to any individual,
association of individuals, municipal or other
corporations whatsoever; . . ."

Since Texas Technological College is but an instru-
mentality or agency of the State, deriving such powers as it

possesses as such by delegation from the Legislature, and
since the moneys provided for its operation are public moneys,
it is obvious that Texas Technological College can possess no
power or authority which the Legislature, under the Constitu-
tion, is prohibited from granting to it.

Yours very truly

ATTORNEY GENERAL OF TEXAS

APPROVED SEP 16, 1941

FIRST ASSISTANT
ATTORNEY GENERAL

By

R.W. Fairchild
Assistant

RWF:db